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UNOFFICIAL COPY

THIS IS A JUNIOR MORTGAGE

36556129

This Indenture, WITNESSETH, That the Grantor
ALAN H. HARMONY, A BACHELOR

of the CITY of CHICAGO, County of COOK, and State of ILLINOIS
for and in consideration of the sum of TWENTY FOUR THOUSAND SEVEN HUNDRED THIRTY & 80/100 Dollars
in hand paid, CONVEY, AND WARRANT to DENNIS S. KANARA, Trustee (\$24,730.80)

of the City of Chicago, County of Cook, and State of Illinois
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and every thing appurtenant thereto, together with all rents, issues and profits of said premises, situated
in the city of Chicago, County of Cook, and State of Illinois, to-wit:

Lot 38 in Clark Street Addition to Edgewater, being a Subdivision of that part of the South West 1/4 of the South West 1/4 of Section 5, Township 40 North, Range 14, East of the Third Principle Meridian, lying North of the South 43 Rods thereof & East of Clark Street, in Cook County, Illinois.

P. I. N. 14-05-316-008
MORE COMMONLY KNOWN AS: 1531 WEST VICTORIA CHICAGO, ILLINOIS. 60660

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Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

In Trust, nevertheless, for the purpose of securing performance of the covenants and agreements herein.
WHEREAS, The Grantor's ALAN H. HARMONY, A BACHELOR

justly indebted upon ONE retail installment contract bearing even date herewith, providing for 120 installments of principal and interest in the amount of \$ 206.09 each until paid in full, payable to

THE FINANCIAL CENTER OF ILLINOIS
ASSIGNED TO: LaSALLE LAKEVIEW TRUST & SAVINGS BANK

DEPT-01 \$12.00
TR4441 TRAN 2492 09/27/88 11:13:00
#4702 # D * -88-442330
COOK COUNTY RECORDER

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein so their interests may appear, which policies shall be left and remain with the said Mortgagees or Trustees until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantor or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent, per annum, shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earnings thereon, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach, at seven per cent, per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

It is Agreed by the grantor that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foreclosure hereof - including reasonable solicitors fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises, and any foreclosure decree - shall be paid by the grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantor or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceeding, whether decree of sale shall have been entered or not, shall not be dissolved, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor, for said grantor, and for his heirs, executors, administrators and assigns of said grantor, waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor, or to any party claiming under said grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then

Thomas F. Bussey of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor this 26th day of JULY A. D. 19 88

(+) Alan H. Harmony (SEAL)
(SEAL)
(SEAL)
(SEAL)

\$ 12.00

UNOFFICIAL COPY

Box No. 146

Trust deed

Alan Harmon
1531 W. Victoria
Chicago Ill 60640

TO
DENNIS S. KANARA, Trustee

INSALDE BANK TRUST
3201 N. ASHLAND AVE.
CHICAGO, ILLINOIS 60647

THIS INSTRUMENT WAS PREPARED BY:

Douglas Schneebell

*Finalizing Title of 12
5970 S. Archer
Chicago Ill 60638*
LAKE VIEW TRUST AND SAVINGS BANK
3201 N. ASHLAND AVE. CHICAGO, ILL. 60647
312/535-2180

Property of Cook County Clerk's Office

88442330

"OFFICIAL SEAL"
DOUGLAS SCHNEEBELL
Notary Public, State of Illinois
My Commission Expires 4/14/91

Notary Public

[Signature]
26th

day of JULY, A. D. 1988

I, **DOUGLAS SCHNEEBELL**, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **ALAN H. HARMON**, whose name **WAS** personally known to me to be the same person as **HIS** instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

State of Illinois }
County of Cook } DU PAGE }
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